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Plaintiff In Pro Per

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**Arjun Vasan,**  
Plaintiff and Counter-Defendant

vs.

**Checkmate.com, Inc.,**  
(dba "Checkmate"),  
Defendant and Counterclaimant

Case No.: 2:25-cv-00765-MEMF-ASX  
Hon. Alka Sagar | DISCOVERY MATTER

**PLAINTIFF'S REQUEST FOR JUDICIAL  
NOTICE OF STRIPE ATLAS SUPPORT  
PAGE ("ATLAS: PURCHASING STOCK  
WITH IP FAQ") ISO OPPOSITION TO  
MOTION TO COMPEL**

Complaint Filed: January 28, 2025  
Hearing Date: November 20, 2025  
Hearing Time: 11:00 A.M.  
Courtroom: 540

TO THE HONORABLE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff Arjun Vasan respectfully requests that the Court take judicial notice, under  
Federal Rule of Evidence 201, of the following document:

1 1. Stripe Support page titled “Atlas: purchasing stock with IP FAQ.” The page describes  
2 Stripe Atlas’s founder documentation and the “cashless founder stock purchase” using  
3 intellectual property. A PDF of the page is attached as Exhibit 1. The full web URL is:  
4 <https://support.stripe.com/questions/atlas-purchasing-stock-with-ip-faq>

5 This request is made in connection with Plaintiff’s Opposition to Defendant’s Motion to  
6 Compel. The page is cited in Plaintiff’s brief to provide commercial context for the “Assignment  
7 of IP and Other Assets” form at issue and how Stripe markets that instrument to founders (i.e., as  
8 part of a founder stock-for-IP packet), not for the truth of any disputed economic assertions. See  
9 Opposition, Dkt. 110 § III.B & n.6 (Stripe Atlas materials) (RJN Ex. 1); Reply, Dkt. 98 § II.A-C.

## 10 **I. LEGAL STANDARD**

11 Under FRE 201(b), the Court may take judicial notice of facts “not subject to reasonable  
12 dispute” because they “can be accurately and readily determined from sources whose accuracy  
13 cannot reasonably be questioned.” Courts in this Circuit routinely take notice of the existence  
14 and contents of publicly accessible web pages for the limited purpose of showing what  
15 statements were published—while not accepting those statements for the truth if disputed. See,  
16 e.g., *Khoja v. Orexigen Therapeutics, Inc.*, 899 F.3d 988, 999 (9th Cir. 2018) (distinguishing  
17 judicial notice of what a document states from accepting the truth of the matter asserted);  
18 *Gerritsen v. Warner Bros. Ent. Inc.*, 112 F. Supp. 3d 1011, 1029 (C.D. Cal. 2015) (taking notice  
19 of webpages for existence/contents, not truth). Judicial notice is appropriate where the requesting  
20 party supplies the necessary information. FRE 201(c)(2).

## 21 **II. THE DOCUMENT IS A PROPER SUBJECT OF NOTICE FOR A LIMITED** 22 **PURPOSE**

23 The Stripe Support page is a stable, publicly available publication from Stripe, Inc.  
24 Plaintiff supplies a true and correct copy (Ex. 1) authenticated by declaration. Plaintiff requests  
25 notice only of the existence and content of the page—i.e., that Stripe describes the Atlas founder  
26 packet and the “stock-for-IP” mechanism in a particular way—not of the truth of any disputed  
27 assertions. This limited use comports with FRE 201 and the authorities above.  
28

1                   **III. RELEVANCE**

2                   The page provides commercial context for the form titled “Assignment of IP and Other  
3 Assets” (IPAA) which Plaintiff is alleged to have breached, and references to show how the  
4 instrument is ordinarily used (as part of a founder packet exchanging IP for initial founders  
5 shares). This context is relevant to proportionality, scope, and sequencing of discovery on the IP  
6 instrument’s purpose and to the Court’s evaluation of whether non-party discovery should turn  
7 on a document marketed for a different transactional role than Defendant asserts. See  
8 Opposition, Dkt. 110 § III.B & n.6; Reply, Dkt. 98 § II.A-C

9                   **IV. CONCLUSION**

10                  Plaintiff respectfully requests that the Court take judicial notice of Exhibit 1 for the  
11 limited purpose of recognizing the existence and contents of Stripe’s published description of the  
12 Atlas “stock-for-IP” mechanism and related founder documentation.  
13

14  
15                  Dated: **October 31, 2025**

16                  In: **Cerritos, California**

15                                   **Respectfully submitted,**

16                                   /s/ **Arjun Vasan**  
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18                                   **Arjun Vasan,**

19                                   Plaintiff *In Pro Per*  
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**DECLARATION OF ARJUN VASAN**

I, Arjun Vasan, declare:

1. I am the Plaintiff in this action. I have personal knowledge of the matters set forth herein and could testify competently if called.
2. Attached hereto as Exhibit 1 is a true and correct copy of a Stripe Support web page titled “Atlas: purchasing stock with IP FAQ” from support.stripe.com. I accessed and downloaded this page as a PDF on October 31, 2025, and the exhibit reflects the page as it appeared on that date, including its title and substantive text describing the Stripe Atlas founder documentation and the use of intellectual property to purchase founder stock.
3. I submit this exhibit solely to provide the Court with the existence and contents of Stripe’s published description of the Atlas “stock-for-IP” mechanism.
4. *I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.*

**Respectfully Submitted,**

**Executed on:** October 31, 2025

/s/ **Arjun Vasan**

**In** Cerritos, California

By: **Arjun Vasan**, Plaintiff, In Pro Per

# EXHIBIT 1

Stripe Atlas Support Page (Stock for IP)

## Atlas: Purchasing stock with IP - FAQ

Atlas

### *Q: What is IP?*

A: IP, or Intellectual Property, is a creation owned by an individual or company that is protected by law, similar to how physical property such as real estate is protected. The most common forms of IP are copyrights, trademarks, patents, and trade secrets. As you start working on your company, you are likely developing multiple forms of IP: business plans and strategies, product prototypes, software code, domain names, logos, websites, sketches, drawings, algorithms, company processes, customer lists, and “negative know-how” (things you’ve learned not to do). It is not necessary to have registered your IP (i.e., patent filings, trademark filings, domain names, etc.) for it to be protected. **If you have been developing the business model or product for your new company, you likely have created IP.**

### *Q: How do I use my IP to purchase my shares?*

A: When incorporating your business, it is essential that you purchase your shares from the corporation. You can do so using cash or IP. Atlas makes it easy to use IP – you can click a button in our dashboard and use the IP that you are already contributing to the business during the incorporation process to purchase your shares.

### *Q: How much do I need to pay for my shares? How does this work if I’m using IP?*

A: Atlas follows the standard market practice of assuming that at formation, your company is worth US\$0.00001 multiplied by the number of issued shares. Atlas defaults to 10,000,000 shares issued at formation. You need to purchase your shares at par value (US \$0.00001 each). Atlas calculates the amount you need to pay, in either cash or with IP, to purchase your shares. *For example, if you own 85.0% of the*

company, which is 8,500,000 shares and each share is initially worth US\$0.00001, the purchase price of your shares is US\$85.00.

Because the amount you will pay for your shares is small, newly formed companies generally assume that your existing IP is worth at least the value of the shares you are purchasing from the company. Using Atlas ensures that your contribution qualifies as a tax free exchange. If you believe that you hold IP that is worth substantially more than your shares, please seek the advice of an attorney or tax accountant.

### *Q: Why should I contribute my IP to the company?*

A: You need to contribute your IP to the company because the company must own the IP it uses to operate. When you create a company using Atlas, all founders assign relevant IP —both IP that is developed prior to forming your company as well as the IP that will be developed after the company is formed—to the company. Future investors and potential acquirers will expect that your company owns this IP when entering into an agreement with you, and assigning your IP to your company could help you avoid future litigation over IP ownership, for example if a founder were to leave the company.

Transferring your IP at the time you form your company also avoids negative tax implications.

### *Q: Is there any IP that I should not be contributing to the company?*

A: You should only contribute IP relevant to your newly formed company. For example, if you have been working on a different business idea or an artistic endeavor, such activities likely created IP that you would not want to assign to your new company. Similarly, employers—both prior and current—usually own the IP you created while working for them. You cannot use this IP in your new business and, because you don't own it, you cannot assign it to your new business. The legal documents you sign while incorporating a business with Atlas contribute only your IP that relates to the company. [Read more from Cooley about Moonlighting](#)

If you have registered IP that is relevant to your business, additional steps may be required in order to properly assign this IP to the company, including submitting filings to the authorities with whom the IP was originally registered. To be certain that you understand what is required, check with the authority you originally registered the IP with and/or an attorney.

Note: This FAQ is not intended to be legal or tax advice. Circumstances will vary substantially. Atlas provides documentation and incorporation services only. We are happy to refer you to qualified legal, tax and accounting professionals if you have any questions.

## *Q: What documentation can I use to demonstrate that I purchased my shares with IP?*

A: Your Confidential Information and Inventions Assignment Agreement (CIIAA) assigns all IP you create to the company you are forming. When you purchase with IP, Exhibit B to the Common Stock Purchase Agreement (CSPA) is an Assignment of IP and Other Assets and contains the terms of the IP assignment used to purchase your shares. Both the CIIAA and CSPA can be found on your Atlas [Documents](#) page.

Did this answer your question?

Yes

No

### Related articles

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